

EXHIBIT 21

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

US ex re. VEN-A-CARE OF THE)
FLORIDA KEYS, INC.,)
)
Plaintiffs,)
)
vs) NO.
) 07-CV-11618-PBS
ABBOTT LABORATORIES, INC.,)
)
Defendants.)
) MDSL No. 1456
) No. 01-12257-PBS
)

The deposition of DONNA ARNOLD taken in the
above-entitled cause before Denise A. Andras, a
notary public within and for the County of Cook
and State of Illinois, taken pursuant to the
Federal Rules of Civil Procedure for the United
States District Courts, at 77 West Wacker Drive,
Chicago, Illinois, on the 18th day of December,
A.D., 2008, scheduled to commence at
12:00 o'clock p.m.

<p style="text-align: right;">Page 22</p> <p>1 compounded specific to the patient's needs, and 2 there was multiple components to those bags that 3 were being sent to the patients. 4 Q. I see. And then the bag would in 5 turn be administered to the patient via an IV? 6 A. Correct. 7 Q. And the entity that was compounding 8 the drugs and placing those drugs in a given bag 9 of solution was the Abbott Home Care Pharmacy? 10 MS. FUMERTON: Objection, form. 11 BY THE WITNESS: 12 A. In some cases, yes, but not always. 13 BY MR. ANDERSON: 14 Q. Right. In some instances you were 15 assisting these patients in receiving the drugs, 16 for instance the TPN, from a client of Abbott's? 17 A. Correct. 18 Q. Which was a home care pharmacy that 19 was working with Abbott in dispensing drugs? 20 MS. FUMERTON: Objection, form. 21 BY THE WITNESS: 22 A. Not necessarily working with Abbott. 23 They were a client of Abbott's, but the patient 24 was a client of theirs.</p>	<p style="text-align: right;">Page 24</p> <p>1 MS. FUMERTON: Objection, form. 2 THE WITNESS: I'm sorry, could you 3 ask that again. 4 BY MR. ANDERSON: 5 Q. Were you aware of pricing 6 terminology that was utilized in calculating the 7 amount of reimbursement? 8 MS. FUMERTON: Objection, form. 9 THE WITNESS: I don't -- I don't 10 know that I'm clear what terminology you 11 would be referencing. 12 BY MR. ANDERSON: 13 Q. Okay, I'll ask you a more specific 14 question then. 15 A. Okay. 16 Q. You mentioned that at this time 17 period in '98 or so you became aware of AWP? 18 A. Correct. 19 Q. What did you understand that to be? 20 A. I knew it was the acronym for 21 Average Wholesale Price. I don't recall being 22 aware of anything more than that. 23 Q. Did you have any understanding of 24 any meaning of AWP other than the words Average</p>
<p style="text-align: right;">Page 23</p> <p>1 2 BY MR. ANDERSON: 3 Q. And Abbott just offered some 4 services to the pharmacy to assist them in 5 dispensing and the drugs and what have you, 6 correct? 7 MS. FUMERTON: Objection, form. 8 THE WITNESS: I'm sorry, could 9 you -- 10 BY MR. ANDERSON: 11 Q. Yes, I'll make it a little broader. 12 Abbott was offering services to these client 13 pharmacies to assist them in their business of 14 serving these home care patients? 15 A. That's correct. 16 Q. Okay. And some of those services 17 included reimbursement claims processing services? 18 A. That's correct. 19 Q. Okay. Were you involved at all in 20 the reimbursement? 21 A. No. 22 Q. Okay. Were you aware of terminology 23 utilized in the calculation of the amounts for 24 reimbursement?</p>	<p style="text-align: right;">Page 25</p> <p>1 Wholesale Price? 2 A. In the home care infusion area, I 3 don't recall knowing anything more than that. 4 Q. What about when you were a managed 5 care representative, did you have any 6 understanding of the meaning of AWP? 7 MS. FUMERTON: Objection, form. 8 BY THE WITNESS: 9 A. I don't recall knowing anything more 10 than that. 11 BY MR. ANDERSON: 12 Q. Did you deal with AWP at all when 13 you were negotiating with case managers about the 14 prices of drugs? 15 A. Yes, I do recall that. 16 Q. In what way? 17 A. I do recall in some cases case 18 managers would be specific as to how they would 19 pay for services, and it may include AWP with a 20 percentage, plus or minus of that AWP. 21 Q. And was that mechanism of setting 22 reimbursement based on AWP utilized in calculating 23 reimbursement for Abbott drugs? 24 MS. FUMERTON: Objection, form.</p>

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1 BY THE WITNESS:
 2 A. That, I don't recall.
 3 BY MR. ANDERSON:
 4 Q. You just recall generally it was
 5 used in calculating reimbursement for drugs?
 6 MS. FUMERTON: Objection, form.
 7 BY THE WITNESS:
 8 A. On occasion.
 9 BY MR. ANDERSON:
 10 Q. Do you have any reason to believe
 11 that Abbott drugs were treated any differently
 12 than other drugs?
 13 A. I have no reason to believe that,
 14 no.
 15 Q. When you were dealing with the case
 16 managers, how did you go about negotiating prices?
 17 MS. FUMERTON: Objection, form.
 18 BY THE WITNESS:
 19 A. I would have a range that I would
 20 work with, with which I would negotiate.
 21 BY MR. ANDERSON:
 22 Q. Who was setting these ranges?
 23 MS. FUMERTON: Objection. Could you
 24 clarify what you are talking as far as

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1 reimbursement? Are we talking drug
 2 specific, therapy specific, other things?
 3 MR. ANDERSON: Yes, I'll make it
 4 more specific, Tara.
 5 BY MR. ANDERSON:
 6 Q. When you were a managed care
 7 representative, Ms. Arnold, and you were
 8 negotiating the reimbursement amounts for drugs
 9 with case managers, you said there were some
 10 ranges, correct?
 11 A. The negotiating that I was having
 12 with case managers were therapy specific, so they
 13 typically were not drug specific.
 14 Q. They weren't down to the NDC level?
 15 A. The NDC would be inclusive within
 16 the therapy, but typically not broken out.
 17 Q. I see. The therapy, it would be
 18 made clear which drugs or NDC numbers made up the
 19 therapy, correct?
 20 A. Correct.
 21 Q. But the price of the therapy was
 22 looked at as a whole as opposed to the individual
 23 prices of each of the drugs that comprised the
 24 therapy?

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1 A. Correct.
 2 Q. Did you understand that the AWP's of
 3 the individual therapies were part of the
 4 calculation of the total price of the therapy?
 5 A. I don't recall.
 6 Q. Who were you reporting to when you
 7 were a managed care representative?
 8 A. Originally Cathy Rittle.
 9 Q. Do you know a woman by the name of
 10 Lynn Leoni?
 11 A. I am familiar with Lynn, yes.
 12 Q. Was Lynn performing any duties in
 13 the managed care department of Abbott home
 14 infusion when you were?
 15 A. Not when I was a managed care
 16 representative, no.
 17 Q. Did you understand that she had held
 18 that type of job previously?
 19 A. I do understand that, yes.
 20 Q. Okay. How long were you a managed
 21 care representative, about a year?
 22 A. A year to two.
 23 Q. And then what job did you take?
 24 A. There was a short time period, it

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1 was approximately three months that I filled in as
 2 a sales representative for some sales reps that
 3 were actually out on maternity leave.
 4 Q. A sales rep for what department?
 5 A. It was for the home infusion
 6 alternate site area.
 7 Q. So for about three months in what
 8 year, 1999?
 9 A. The end of 1999, beginning of 2000.
 10 Q. During those few months you were an
 11 alternate site product sales representative; is
 12 that correct?
 13 A. I did not sell product. At that
 14 point in time Abbott was actually decreasing their
 15 activity in the home infusion area, and my role
 16 was to visit those clients that -- and just to
 17 make sure that there were no issues and that their
 18 areas ran status quo.
 19 Q. I understand. I think I'm with you
 20 now. In the late part of '99 or the early part of
 21 2000 for about three months you were a sales rep
 22 for alternate site home infusion services?
 23 A. Yes.
 24 Q. And you were calling on home

8 (Pages 26 to 29)